

OLA SHARE - CUSTOMER TERMS AND CONDITIONS

Last updated on October 24, 2017

These customer terms and conditions (“T&Cs”) apply to Your access to, and use of the Ola Application. The Application is operated by ANI Technologies Private Limited, and its subsidiaries, licensees, and affiliated companies.

This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By continuing usage of the Application, You are consenting to be bound by these T&Cs for use and access of the Application. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE T&Cs BEFORE YOU USE ANY OF THE SERVICES OFFERED ON THE APPLICATION, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. If You do not accept any of these T&Cs, then please don’t use the Application or avail any of the Services being provided therein. YOUR AGREEMENT TO THESE T&Cs SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND OLA IN RESPECT OF THE SERVICES OFFERED/AVAILED USING THE PLATFORM.

By accepting these T&Cs, You also allow Ola to send You promotional emails and SMS alerts from time to time.

1. Definitions

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

“**Account**” refers to the account created by the Customer on the Platform.

“**Act**” means the Motor Vehicle Act, 1988 and the rules made thereunder in the City of Operation and includes any amendment, modification or re-enactment of the same, or any other succeeding enactment for the time being in force.

“**Applicable Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court of India.

“**Application**” shall mean the feature/category-icon “OLASHARE” and “OLA SHARE EXPRESS” within the mobile application “OLACABS” as may be updated by Ola from time to time.

“**Authorized Driver**” shall mean and include such individuals as may be evaluated, appointed and trained by the Authorised Vehicle Operator to provide the transportation services on behalf of the Authorised Vehicle Operator in accordance with the terms & conditions applicable to Authorised Vehicle Operators and Applicable Law, and who are registered on the Platform.

“**Authorized Vehicle Operator**” shall mean and include such individuals and agencies which hold valid Contract Carriage Permit(s).

“**City of Operation**” shall mean a city in which the Application has been launched and the Customers and TSPs avail and render the transportation services respectively.

For clarity, the services rendered by the TSPs and availed by the Customers shall be in the same city.

“Contract Carriage Permit” shall mean the valid and subsisting permit/license granted to the Authorised Vehicle Operator and/or the Authorized Driver by the transport authority in the City of Operation for plying the Vehicle under contract carriage.

“Co-Passenger(s)” shall mean and include such Customer(s) with whom You will be sharing the Ride.

“Customer/ You” shall mean a person who has an Account.

“Email ID” shall mean Your current, active and valid email id, used to register on the Platform. Ola shall use this Email ID for the purpose of Customer verification and such other purposes as contained in any applicable terms and conditions and the privacy policy.

“ETA” shall mean the estimated time of arrival of the Vehicle, at the pick up point of the Customer, provided by Ola before the Ride, which may change from time to time.

“ETT” shall mean the estimated travel time of the Ride, provided by Ola during the Ride, which may change from time to time.

“Ola/ We/ Our/ Us” shall mean ANI Technologies Private Limited, a company registered under the Companies Act, 1956 and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560 034.

“Ola Share” shall mean the specific feature available on the Application whereby You can avail of the shared Services, with Co-Passengers, where the pick-up and drop-off locations are specified by You at the time of booking the Ride. There may be deviations in the route based on the location of Your Co-Passengers.

“Ola Share Express” shall mean the additional feature available on the Application whereby You can avail of the shared Services, with Co-Passengers, where the routes on which the Vehicles operate are fixed and available on the Application. Your pick-up and drop-off location while availing the Ola Share Express service, shall be along the fixed route only, with no permitted deviations.

“Platform” shall mean the technology platform “Olacabs”, available at www.olacabs.com, and the entire back end software designed, developed and controlled by Ola and used by You for availing the Services.

“Registration Data” shall mean and may include the present, valid, true and accurate name, Email ID, age and such other information as may be required by Ola from time to time, provided by the Customer at the time of registration on the Platform.

“Ride” shall mean the travel in the Vehicle by the Customer from the pick-up point to the drop-off point, facilitated through the Application.

“Service(s)” shall mean the facilitation of transportation service by TSPs through the Application, within the City of Operation, in the manner set out in these T&Cs.

“TSP” shall mean the transport service provider who is an Authorized Driver and/or an Authorized Vehicle Operator, offering the service of transporting Customers within the City of Operation from the pick-up points to the drop-off points as communicated by the Customer at the time of requesting the booking on the Application.

“Vehicle” shall mean a Motorcab as defined under the Motor Vehicles Act, 1988.

“You”, “Your” or “Yourself” shall mean reference to the Customer accessing the Application.

2. Interpretation

1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
2. Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.
3. Any reference to a natural person will, unless repugnant to the context, include his legal heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as Ola will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

3. Eligibility

1. You will be "**Eligible**" to use the Services only when You fulfill all of the following conditions:
 - You have attained at least 18 (eighteen) years of age.
 - You are competent to enter into a contract under the Applicable Laws.
2. You may avail the Services only if You fulfill the conditions as mentioned above. If You are not Eligible, please immediately abandon any and all attempts to register with Us and/or use Our Services.
3. You acknowledge that We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account to access the Services on the Application, is not Eligible to use the same.

4. Registration and Account

You understand that You shall be able to avail the Ola Share and Ola Share Express services through the account created for Olacabs on the Platform.

5. Rights and Obligations: Do's & Don'ts

1. A booking can be made only through the Application.
2. You shall share Your Ride with a Co-Passenger. Such sharing shall be subject to a permissible deviation and the extent of the said deviation shall be determined by Us and is subject to Our sole discretion.
3. For each city where Ola Share and Ola Share Express services are being offered, the maximum number of seats You shall be allowed to book per ride are 2.
4. With regard to Your use of the Ola Share Service, You acknowledge that there may be a delay in dropping You at Your destination, as the TSP may take a longer route to pick Your Co-Passenger or may drop him/her first if his/her drop location happens to be located before Yours, and that You shall have no claim against Ola/TSP in this regard.
5. With regard to Your use of the Ola Share Express Service, You acknowledge and understand that the same is provided only on a fixed route as intimated on the Application. You will not be able to request for a deviation from the said route. Due to this, You further understand that Your destination may not be at the same location as Your drop-off point. It would be Your responsibility to ensure Your availability at the pre-determined pick-up location sufficiently in advance. The cancellation policy for Ola Share Express Services has been set out in Clause 13 below. You shall have no claim against Ola/TSP in case of any delays. You acknowledge that there may be a

delay in dropping You at Your destination, as there may be a higher wait time to pick Your Co-Passenger and that You shall have no claim against Ola in this regard.

6. You shall not use the Service for emergency hospital visits when You are in a condition of serious ill health or in any other case of emergency or urgency or any other situation of a similar nature. In the event that You choose to do so, You do so against the provisions of these T&Cs, and acknowledge that Ola shall have no obligation/liability in this regard.
7. You may use the Service for airport drops, but You are best advised not to use the Service for the same. In the event that You choose to do so, You acknowledge that Ola shall have no obligation/liability, and that no claims may be brought against Ola/TSP in this regard.
8. You are required to ensure that the Vehicle assigned to You in the manner provided in the T&Cs bears the same registration number and the registration details specified to You through the Application and/or SMS. You shall not be allowed to exchange seats with a Customer who is assigned a seat in a different Vehicle.
9. The order of the Customers' pick-up and drop-off is determined by the system which determines the most optimal path at any point of time to pick-up/drop-off a Customer, and such order cannot be changed at the discretion/request of the customer.
10. *Ola Share Pass*: You may also apply the benefits of any Ola Share Pass that You may have purchased, on Your Ride by selecting the 'Share Pass' option on the Application. Use of such Share Pass will be governed by the terms and conditions set out at https://www.olacabs.com/info/faqs#share_pass.
11. You represent to Ola that while using the Service and during Your Ride/ journey in the Vehicle, You shall (a) behave in a disciplined and decent manner; (b) refrain from disturbing, misbehaving with, or in any other manner adversely affecting the quality of the journey of Your Co-Passengers and/or the TSP; and (c) not use any dangerous instrument or weapon against the TSP or the Co-Passenger or harm them in anyway. In case of any non-compliance by You of the obligations hereunder, Ola and/or the TSP shall have the right to terminate the Ride immediately, without any liability whatsoever, and to initiate such other action as We deem fit or as permitted under Applicable Laws.
12. No change in drop location shall be allowed once Ola confirms the booking.
13. You shall ensure that:
 - You report promptly on time at the pick-up location;
 - You avoid talking loudly over the phone in the Vehicle;
 - You do not use foul language in the Vehicle;
 - You do not play music in the Vehicle and/or do any act which may cause any discomfort/inconvenience to Your Co Passenger(s) or the TSP;
 - You do not share Your personal information with Your Co-Passenger(s) or the TSP, and if You do so, the same is at Your own risk. You maintain decorum and refrain from indulging in heated discussions or debate(s) with Your Co-Passenger(s) or the TSP;
 - You avoid getting personal or overtly friendly with Your Co-Passenger(s) or TSP.

- You do not consume eatables (including drinking beverages) in the Vehicle;
 - You keep Your belongings with You only. You do not utilize Your Co-Passenger's seat for Your belongings;
 - You do not indulge in any inappropriate behavior, verbal or otherwise, with Your Co-Passenger(s) or the TSP.
14. You understand that you will be able to book seats in the Vehicle as per availability and the bookings shall be in accordance with https://s3-ap-southeast-1.amazonaws.com/ola-prod-website/tnc_website.pdf.
 15. You understand that by agreeing to these T&Cs, You are entering into a binding contract with Ola
 16. You acknowledge that every Co-Passenger's Ride is an amendment/extension of the contract and not a separate contract.

6. General Customer behaviour while using transport service through TSP

1. You shall maintain reasonable behavior while utilizing the services offered by the TSP.
2. You shall take full responsibility of Your items. In case of lost items during the Ride, We will try to locate the items on a "best-effort" basis, but We shall not be responsible for the same in case of any losses or damages arising out of such lost items.
3. You shall not:
 - Ask the TSP to break any traffic/transport/city police and/or government rules and any Applicable Laws for any purpose (especially for reaching the destination earlier);
 - Pressurize the TSP to overload the boot space of the Vehicle with luggage. (The Customer shall not be generally allowed to use the seating area of the Vehicle for placing any kind of luggage); and
 - Request the TSP to halt at automated teller machines (ATM), shops, etc. or any other unauthorized locations; and
 - Consume alcohol and banned substances including drugs and psychotropic substances, or smoke, or consume any toxins while in the Vehicle.

7. Use of Application

You agree, undertake and confirm that Your use of the Application shall be strictly governed by the following binding principles:

1. You may use the Platform/ Application for lawful purposes only.
2. You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which You do not have any right to; or that interferes with another user's use and enjoyment of the Platform/Application or any other individual's use and enjoyment of similar services; or
 - is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any

manner whatsoever, or unlawfully threatening or unlawfully harassing another user, the same being qualified to include behavior termed as "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986,; or

- is misleading in any way; or
- is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or
- infringes upon or violates any third party's rights, [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number)]; or
- contains restricted or password-only access pages, or hidden pages or images (those not linked to the Application or from another accessible page); or
- provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- contains video, photographs, or images of another person without his or her express written consent and permission, or the permission or the consent of his her guardian in the case of a minor; or
- tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable codes of conduct or end user access and license agreements) to the Platform/Application or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform/ Application or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- engages in commercial activities and/or sales without Our prior written consent, including activities such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items. [Throughout these T&Cs, Our "prior written consent" means a communication coming from Our authorized representative, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization]; or
- refers to any website or URL that, in Our sole opinion, contains material that is inappropriate for the Application, or contains content that would be prohibited or violates the letter or spirit of these T&Cs; or
- harm minors in any way; or
- is fraudulent or involve the sale of counterfeit or stolen items; or
- violates any law for the time being in force; or

- deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
 - exhibits the tenor of impersonating another person; or
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the proper working of the Application/Platform or any transaction being conducted on the Application/Platform; or
 - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or
 - is false, inaccurate or misleading; or
 - directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law for the time being in force; or
 - creates any liability for Us or causes Us to lose (in whole or in part) the services of Our ISPs or other suppliers.
3. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Application or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Application. We reserve the right to bar any such activity.
 4. You shall not copy, distribute or disclose any part of the Platform/Application in any medium.
 5. You shall not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Platform/Application.
 6. You shall not take any action that imposes, or may impose, at Our sole discretion, an unreasonable or disproportionately large load on Our infrastructure.
 7. You shall not collect or harvest any personally identifiable information, including account names, from the Platform/Application.
 8. You shall not use the Application for any commercial purposes without having all necessary rights and licenses to the Content available on the Platform/ Application.
 9. You shall not impersonate another person or otherwise misrepresent Your affiliation with a person or entity, conduct any fraudulent activity, hide or attempt to hide Your identity.

10. You shall not interfere with the proper working of the Platform/Application.
11. You shall not access any content on the Platform/Application through any technology or means other than those capabilities provided by the Platform/Application.
12. You shall not bypass the measures We may use to prevent or restrict access to the Platform/Application, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Platform/Application or the content therein.
13. You shall not probe, scan or test the vulnerability of the Platform/Application or any network connected to the Application nor breach the security or authentication measures on the Application or any network connected to the Platform/Application. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Platform/Application, or any other customer of Ola, including any of Our account not owned by You, to its source, or exploit the Application or any service or information made available or offered by or through the Platform/Application, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform/Application.
14. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform, Application or Our systems or networks, or any systems or networks connected to the Platform/Application.
15. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Platform/Application or any service offered on or through the Application.
16. You shall not use the Platform/Application or any Content for any purpose that is unlawful or prohibited by these T&Cs as well as the Applicable Law and/ or to solicit the performance of any illegal activity or other activity that infringes the rights of Ola or others.
17. You shall not use the Services or the Platform/Application in any manner that could damage, disable, overburden, block or impair any of the servers connected to the Platform/Application. You may not attempt to gain unauthorized access to the Services through hacking, password mining or any other means.
18. You shall not reverse engineer, decompile and disassemble any software used to provide the Services.
19. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or any domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation of Ola on Our Platform, or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.
20. Solely to enable Us to use the information so that We are not violating any rights You might have with respect to Your information, You agree to grant Us a non-exclusive, unlimited, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your information, in any media now known or not currently

known, with respect to Your information. We will only use Your information in accordance with these T&Cs and Our privacy policy.

21. You shall not engage in advertising to, or solicitation of, other users of the Application to buy or sell any products or services, including, but not limited to, services being displayed on or related to the Application. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Application. It shall be a violation of these T&Cs to use any information obtained from the Application in order to harass, abuse, or harm another person, or in order to contact, advertise, solicit, or sell to another person outside of the Application without Our prior explicit consent. In the event of Us according consent to a person to advertise through Our Application, We may, in order to protect Our users from such advertising or solicitation, reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period, the same being subject to Our sole discretion.
22. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform/Application) as necessary to satisfy the Applicable Law, or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
23. We reserve the right, but have no obligation, to monitor the materials posted on the Platform/Application. We shall have the right to remove or edit any Content that in Our sole discretion violates, or is alleged to violate, any Applicable Law or the spirit or letter of these T&Cs. Notwithstanding this right of OLA, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from the use of the content and/or appearance of content on the Platform/Application. You hereby represent and warrant that You have all necessary rights in and to all content You provide and all the information it contains, and that such content shall not infringe any proprietary or other rights of third parties, and shall not contain any libelous, tortious, or otherwise unlawful information.
24. We shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

8. Content Posted on Application and Intellectual Property

1. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Platform and Application is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright,

patent and trademark laws, and various other intellectual property rights and unfair competition laws, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Ola.

2. Except as expressly provided in these T&Cs, no part of the Platform/ Application and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.
3. You may use information on Our Services that has been made available by Us for downloading from the Platform/Application, provided You:
 - do not remove any proprietary notice language in all copies of such documents/information; or
 - use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - make no modifications to any such information; or
 - do not make any additional representations or warranties relating to such documents/information.
4. All trademarks, brands and service marks used in connection with the Platform, Application or Services offered are owned by Ola and is Ola's property. Ola owns all copyrights and intellectual property rights and database rights in connection with the Services, Platform and the Application. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use. Third party trademarks may appear on this Application and all rights therein are reserved to the registered owners of those trademarks.
5. You agree to abide by laws pertaining to copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any Applicable Laws and for any infringements of any intellectual property rights caused by use of the Platform/Application.
6. You shall be responsible for any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted by You on the Platform/Application ("Posted Content"). Such Posted Content will become Our property and You grant Us the royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Posted Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Platform, Application and Ola's (and its successors' and affiliates') business. We shall be entitled to use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media, whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by Us in the manner that We deem fit, consistent with Applicable Laws and You are not

entitled to any payment or other compensation for such use of Posted Content by Us. Ola takes no responsibility and assumes no liability for the Posted Content that You or any other user or third party creates, stores, shares, posts or sends through the Application/Platform. You shall be solely responsible for Your Posted Content and the consequences of posting, publishing it, or sharing it and You agree that We are only acting as a passive conduit for Your online distribution and publication of Your Posted Content. Notwithstanding anything contained in these T&Cs, if Your Posted Content violates these T&Cs, You shall bear all legal responsibility and obligation for that content.

9. Booking process

1. You may download the Platform/Application on Your device for availing the Service and the Service shall be available only through the Application.
2. **For Ola Share:** For making a booking, You will have to enter the destination on the booking screen of the Application. The pick-up address will be fixed to Your location at the time of making the booking and will be non-editable. Upon Your clicking the 'Ride Now' tab, the booking confirmation screen will pop up which will display the ETT and the Ride fare. If You agree to the travel time and the fare You will be required to hit the 'Confirm' icon.
3. **For Ola Share Express:** For making a booking, You will have to enter Your destination on the booking screen of the Application. Based on the destination specified by You, a pick-up address will be displayed as a fixed pick-up location closest to Your location at the time of making the booking, and will be non-editable. Such pick-up location shall be on the fixed routes on which the Ola Share Express Services are being offered. Upon Your clicking the 'Ride Now' tab, the booking confirmation screen will pop up which will display the ETT and the Ride fare. If You agree to the travel time and the fare, You will be required to hit the 'Confirm' icon.

10. Confirmation of booking

1. We shall, upon You clicking the "I Confirm" icon appearing at the bottom of Your screen, proceed to confirm or decline the booking based on the availability of Vehicles at the pickup time, which shall be informed to You through the Application and/or vide an SMS and/or Email ID. Please note that You are required to check the drop point before You click the 'I Confirm' icon and make all alterations or changes to the desired drop location before clicking the 'I Confirm' icon. In the event the booking is confirmed from Our end, You shall check the booking details like ETA, pick up place and such other details as Ola may deem fit and if there are incorrect details, the same needs to be informed to Us immediately. You shall be responsible for immediately reporting the errors, if any, that may have occurred in the information sent to You regarding booking confirmation. You shall bear the consequences and damages for any delay that may be caused to You due to Your failure to check the confirmation SMS/email or failure to inform Us of the incorrect details immediately.
2. You may, upon availing or attempting to avail the Services, receive SMS messages on Your mobile phone or email notification from Us regarding the following: (i) confirmation of booking - including driver name, vehicle license number and the ability to contact the TSP by telephone; (ii) TSP declining Your booking; (iii) total charges to be paid. However, the above list is not exhaustive in nature and You may receive additional and different messages from Us. You hereby understand, agree and consent to the receipt of such messages/ communications from Us.

3. Upon Your booking being processed and confirmed via the Application, e-mail and/or SMS, You will receive a timer notification on Your mobile phone after which You shall be required to board the booked cab not later than 2 (two) minutes of the notified pick up time. The TSP shall be under no obligation whatsoever to wait for You at Your boarding point beyond the lapse of 2 (two) minutes of the pick-up time notified to You. In case of any delay caused by You in arriving at the pick-up point and the Vehicle having proceeded without You, You shall have no claim against Ola or the TSP and Ola shall not be held liable in anyway whatsoever.

For clarity, in the event, the Vehicle arrives later than the notified pick up time, the TSP shall wait no longer than 2 minutes from his time of arrival at the notified pick up point. (Illustration: When the notified pick up time is 10:00 AM, the TSP shall wait no longer than 10:02 AM. In the event the TSP arrives at the notified pick up point at 10:10 AM, the TSP shall wait no longer than 10:12 AM)

11. Payment

Details of the charges payable by You is available on the Platform. You may choose to pay for the Services by either of the following two methods:

1. Cash payment: Cash payment shall be made at the time of boarding the cab. Where You opt to pay by cash, You shall make the cash payment at the time of boarding, such amount shall be the amount specified to You at the time of booking confirmation. You will be required to pay the amount shared with You at the time of booking confirmation even if You opt to take a drop in between Your ride. The Customer shall make best efforts to tender exact change to the TSP.
2. Online payment: Online payment for trips shall be made to Us at the time You board the Vehicle through such online payment option as may be made available by Us on the Platform, including an e-wallet i.e. OLAMONEY powered by one or more third party payment processors (“Payment Processors”). When You choose to make an online payment, We shall collect the fare on behalf of the TSP who will be responsible for providing the transportation services. You acknowledge that collection of the fare on behalf of the TSP in no way implies that the transportation services are being provided to You by Us. The processing of payments or credits, as applicable, in connection with Your use of the OLAMONEY or such other online payment options will be subject to the terms, conditions, and privacy policies of the concerned Payment Processor that We engage for the purpose. We will not be responsible for any errors by the Payment Processor. In connection with Your use of the Services, We will obtain certain transaction details, which We will use solely in accordance with Our privacy policy. In the event the payment cannot be accepted through the method offered on the Application, You shall be required to pay the fare of the transportation services in cash in terms of paragraph 11.1 (Cash payment) above.
3. We will generate an invoice on behalf of the TSP servicing Your offer request, which will be sent across to Your Email ID after the completion of the Ride. The invoice shall be indicative of all applicable charges including but not limited to the surcharge, toll charges, right time charge, wait time charge, service tax. Any payment made is non-refundable.
4. We may offer discounts and consequent deductions in the fare charged to the Customers at Our sole discretion. The invoice sent to the Customers shall be indicative of such discounts. Notwithstanding anything contained herein, these discounts may be varied from time to time at the sole discretion of Ola.

12. Waiting policy

The TSP shall wait only for 2 (Two) minutes for the Customer at the pick-up location. If the Customer does not board the Vehicle within 2 (Two) minutes, then the TSP/Ola may cancel the trip/Ride and leave the pick-up location.

13. Cancellation policy

1. Cancellation fee may be charged:
 - if You cancel after 2 minutes of making a booking; or
 - if a TSP cancels the Ride after waiting at Your location for more than 2 minutes.
2. The details of the cancellation policy are set out on the Platform.
3. You will not be charged a cancellation fee if the TSP is delayed by more than 5 minutes
4. Cancellation fee will be added to the bill amount of Your next Ride.

14. Luggage policy

While using the Service, You may not carry heavy luggage like suitcase, big bags etc. with You. However, You can carry handbags, backpacks etc. which You can easily carry along with You, without taking much space or without using Your Co-Passenger's seat space.

15. Charges

At present, We don't charge You any fees for the use of Our Services. However, in the future, We reserve the right to charge fee and change Our policies, including these T&Cs, from time to time. In particular, We may at Our sole discretion introduce new services and modify some or all of the existing Services offered on the Application. In such an event We reserve the right, without notice to You, to introduce fees for the new services offered or amend/introduce fees for existing Services, as the case may be. Changes to the Fee and related policies shall automatically become effective immediately once implemented/published on the Application. It shall be Your responsibility to check the Platform/ Application for any such changes/ updates.

16. Other businesses

We do not take responsibility or liability for the actions, products, content and services on the Application, which are linked to affiliates and/or third party websites using Our APIs or otherwise. In addition, We may provide links to third party websites of affiliated companies and certain other businesses for which, We assume no responsibility for examining or evaluating the products and services offered by them, and We do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). We do not in any way endorse any third party website(s) or content thereof. Your reference to and use of the same, shall be solely at Your own risk.

17. Links

You must not use on Your site or in any other manner, any trademarks, service marks or any other materials appearing on the Platform/Application, including any logos or characters, without Our express written consent and the consent of the owner of the mark or materials. You must not frame or otherwise incorporate into another third party website or present in conjunction with or juxtaposed against such a website any of the content or other materials on the Platform/Application, without Our prior written consent.

18. Termination and expiry of the Account

We reserve the right to modify, terminate or suspend the Services to You at any time, without prior notice, due to any changes in Our internal policy or the Applicable Laws or any breach of these T&Cs by You, or for any reason whatsoever. You can terminate Your Account by submitting a request to Us at support@olacabs.com. We will make every effort to respond to Your request for termination at the earliest. Subject to Clause 4.13 above, You will remain responsible for all transactions that occurred prior to termination of Your Account.

19. Disclaimers

1. Except for Our limited role in providing You cab booking facility that You authorize or initiate, We are not involved in any underlying transaction between You, any other Customer, TSPs and/or other third party. We are not a selling agent in relation to any sale of goods or services to You by any TSP or any other third party. We shall not be liable for the quality, safety, reliability, legality, delivery or any other aspect of any service that You may avail using the Platform/Application. Your use of the Service is at Your sole risk. The Service is provided on an "as is" and "as available" basis. We do not guarantee and do not promise any specific results from use of the Application and/or the Services, including the ability to avail the Services at any particular location or time. We disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Platform, Application or Services. Without prejudice to the forgoing paragraph, We do not warrant that:
 - The Platform/Application will be constantly available, or available at all; or
 - The information on the Platform/Application is complete, true, accurate or non-misleading; or
 - Any defects in the Platform/ Application will be corrected; or
 - The Platform, Application; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Application; their servers; or electronic communication sent from Us are free of viruses or other harmful components; or
 - Content on the Platform/Application constitutes, or is meant to constitute, advice of any kind.
2. Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Platform/Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Platform/Application.
3. Ola shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of cab service offered by TSP or due to the failure of TSP to provide services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Ola or any person

or any organization involved in the above mentioned systems, including any delay in providing the transportation services.

4. You acknowledge that while Ola employs certain quality control measures, Ola does not, and cannot exercise control over the quality or safety of the transportation that is made use of by You from the TSPs, using the Services.
5. Ola will not be liable for any damages of any kind arising from the use of the service offered by the TSP including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
6. Ola will take all reasonable measures to ensure that TSP should fulfill his duty properly, but there may be exceptions and if any Customer misses the train or flight or bus or suffers any loss due to any act or omission by the TSP, Ola will not be held liable for any such compensation. The Customer is advised to make alternate arrangement in case the Vehicle has not reached his/her location due to any reason.
7. The Ride services, and any claim resulting from the same, while requested through the Application, remains the responsibility of the TSPs, and Ola shall not be liable for any conduct of the TSPs. Ola encourages You to notify any complaints that You may have against any TSP that You may have hired using the Platform/ Application.
8. Ola is not responsible for the conduct, whether online or offline, of any other user of the Application or Services. You are solely responsible for Your interactions with other users, whether TSPs or Co-Passengers. By using the Application and the Services, You agree to accept such risks and acknowledge that Ola is not responsible for the acts or omissions of other users.
9. The Customer acknowledges that in the event the Customer does not avail the service(s) in the Vehicle allocated to him/her by Ola, and/or the Customer exchanges the seat allocated to him/her with a seat allocated to another Customer in another Vehicle, the Customer shall do so at his/her own and sole risk. Ola shall not bear any liability arising out of or in connection with such acts on the part of the Customers.
10. All the Vehicles registered with Ola Platform are continuously tracked using GPS for security reasons only. It is expressly made clear to You hereby that Ola does not own any cabs nor does it directly or indirectly employ any of the TSPs for the cabs. Ola disclaims any and all liability in respect of the TSPs and the Vehicles/ cabs alike.
11. The location data made available on the Application is basic in nature, and meant to provide guidance to TSPs only. You acknowledge that it is not intended to be relied upon in situations where precise location information is required, or where erroneous, inaccurate or incomplete data may lead to death, personal injury, property or environmental damage. Ola does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed.
12. We do not authorize anyone to make a warranty on Our behalf and You may not rely on any statement of warranty as a warranty by Us.
13. Ola, its affiliates, and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Platform/Application, or Your reliance upon the Service or the information contained in the Application (whether arising from Ola or any other person's negligence or otherwise).

20. Privacy and Security

1. We will take every reasonable effort not to share any of trip/Ride details, Registration Data or other personal information (collectively, "Personal Information") You provide

Us, except as required under any Applicable Law, or to the limited extent necessary for Us to implement any booking instructions We receive from You, or as per Our privacy policy. Please read Our privacy policy for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.

2. You acknowledge that the information made available by You on the Platform/Application, including location data, may be accessible to certain other users of the Platform/Application.
3. You hereby expressly consent to receive communications from Us through Your registered phone number and/or Email ID. You consent to be contacted by Us via phone calls and/or SMS notifications. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.
4. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account and the Platform/Application, whether initiated by You or any third party. The password and other details of the Account should not be shared with any third party. Your Account is non-transferable and is not capable of being transferred/ sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.
5. It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Platform/Application and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain Personal Information about You on the public forum due to Your use of the Platform/Application, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform/Application You acknowledge and agree that We shall not be responsible for the use of any Personal Information that You publicly disclose or share with others on the Platform/Application. Please carefully select the type of information that You publicly disclose or share with others on the Platform/Application, or from the Platform/Application on other social platforms (including Facebook etc).

21. Notices and Communication

1. Any notice or notification in relation to these T&Cs which You wish to make to Us must be made in writing to:
Attn: Team Ola Share
Address: Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560 034
E-mail: olashare@olacabs.com
2. All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.
3. You will be subject to Our T&Cs and privacy policy.

22. Indemnity and Limitation of Liability

1. You will defend, indemnify and hold harmless Ola, and each of its affiliates (and its respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses

(including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: the use or misuse of Services, Platform, Application or any violation of these T&Cs.

2. For purposes hereof: "**Claim**" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.
3. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL OLA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE T&Cs, INCLUDING LOST PROFITS, ONWARD JOURNEY, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE PLATFORM, APPLICATION AND SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 1,000/- (RUPESS ONE THOUSAND ONLY).

23. Force Majeure

1. We shall not be liable for any failure to perform any obligations under this T&Cs, if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
2. For the Purpose of this clause "**Force Majeure Event**" shall mean any event arising due to any cause beyond the reasonable control of Ola.

24. Copyright complaint

We respect the intellectual property of others. In case You feel that Your work has been copied in a way that constitutes copyright infringement, You can write to Us at support@olacabs.com.

25. Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

26. Revision of T&Cs

1. We reserve the right to change any of the T&Cs or any policies or guidelines governing the Platform, Application or Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Platform/Application and We may send You an automated e-mail to Your Email ID informing about the changes made. You can see the date on which these T&Cs were last updated by referring to the legend 'Last Updated on' at the beginning of these T&Cs.
2. Unless otherwise specified by Us, revised T&Cs will take effect automatically and be binding from the day they are posted on the Platform/Application. By continuing to access or use Services, You will be deemed to have agreed to accept and be bound by

such revised T&Cs. If You do not agree to the revised T&Cs, You should discontinue accessing Our Platform/Application or using Our Services immediately.

3. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these T&Cs, at any time without any prior written notice to You. It is Your responsibility to review these T&Cs periodically for updates/ changes. Your continued use of the Application following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these T&Cs, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Application.

27. Customer Grievance Redressal Policy

1. If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance, please contact Our customer care at support@olacabs.com.
2. The procedure of escalation of complaints shall be as follows:

Escalation Level – 1: Write to Team Ola Share

Address: Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560 034

E-mail: olashare@olacabs.com

Response Time: 72 hours

28. Severability

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

29. Governing Law and Dispute Resolution

1. Any dispute, controversy or claim arising out of or relating to this T&Cs or the validity, interpretation, breach or termination thereof (“Dispute”), including claims seeking redress or asserting rights under the Applicable Law shall be amicably settled through mutual consultation and escalation at such offices of Ola as Ola may designate. If the Dispute is not settled amicably as aforesaid within a period of 14 (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Us and the Customer.
2. The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be Bengaluru.
3. This T&Cs shall be governed by and construed in accordance with the laws of India and, subject to this Clause 29, We and You agree and undertake that any controversy or claim arising out of or relating to these T&Cs will be adjudicated exclusively before a competent Court in Bengaluru, India only.

In addition to the above T&Cs, You understand and agree that you shall also be bound by the general ‘Olacabs terms and conditions’ applicable to Your use of the services rendered by Us as available at <https://www.olacabs.com/info/faqs#termsAndConditions>, to the extent

applicable. Only to the extent of any conflict between the said terms and conditions relating to the Services, the terms of these T&Cs shall prevail.